

EXHIBIT A

(Notice of Class Action Settlement and Settlement Hearing)

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

**RICK GUDRY, DAVE SPENCER, and)
FREDERICK CUNNINGHAM, Individually,)
and on behalf of other similarly situated)
employees and former employees,)
Plaintiffs,)
v.)
CHENEGA INTEGRATED SYSTEMS,)
L.L.C.,)
CHENEGA TECHNICAL PRODUCTS,)
L.L.C.,)
CHENEGA OPERATIONS SERVICES,)
L.L.C.,)
CHENEGA SECURITY & PROTECTION)
SERVICES, L.L.C., and CHENEGA)
CORPORATION,)
Defendants.**

CASE NO. 5:07-CV-00378-D

NOTICE OF CLASS ACTION SETTLEMENT AND SETTLEMENT HEARING

TO: All persons who were employed by Chenega Technical Products, LLC or Chenega Integrated Systems, LLC in the position of "Armed Security Guard" and who filed an "Opt-In Consent to Sue Form" in the above-captioned case.

PLEASE READ THIS NOTICE CAREFULLY

If you are receiving this Notice, you may be entitled to a payment under the Settlement described below. All questions or inquiries regarding this Notice and/or Settlement, including the amounts estimated to be payable if the Settlement is approved, should be directed to Class Counsel at Eddy Law Firm, P.C., (405) 239-2524, 228 Robert S. Kerr Ave., Suite 220, Oklahoma City, OK 73102 or Godlove, Mayhall, Dzialo, Dutcher & Erwin, PC, (580) 353-6700, 802 SW C Avenue, PO Box 29, Lawton, Oklahoma 73501. PLEASE DO NOT CONTACT THE COURT, THE JUDGE, DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH ANY INQUIRIES.

1. **YOU ARE HEREBY NOTIFIED** that a proposed settlement ("the Settlement") of the above-captioned class action pending in the United States District Court for the Western District of Oklahoma (the "Case") has been reached by the parties. The purpose of this Notice is to describe the Case and to inform you of the settlement terms and your rights

and options in connection with the Settlement. If the Settlement is finally approved by the Court, it will resolve all claims in the Case.

SUMMARY OF THE LITIGATION

2. This Case alleges that, in violation of federal law, Chenega employees were not paid all compensation to which they were entitled under the law due to Chenega's alleged failure to compensate employees for certain pre, post, and shift activities. The named Plaintiffs seek to recover, on behalf of themselves and all other similarly situated persons, damages from Chenega for the alleged unpaid straight time and overtime wages, liquidated damages, and other applicable penalties, and attorneys' fees and expenses.
3. Chenega maintains that it paid its employees all compensation it owed to them and that it has complied with the law. Chenega denies any liability or wrongdoing of any kind in connection with the claims alleged.
4. The Court has directed that this Notice be sent to all persons who may be entitled to money under the Settlement.

SUMMARY OF SETTLEMENT TERMS

5. Plaintiffs and Defendants entered into a proposed Settlement in September 2010. The Court will hold a Final Approval Hearing on the Settlement on January , 2011 at o'clock m in Courtroom 503 in the United States District Court for the Western District of Oklahoma, United States Courthouse, 200 NW 4th Street, Fifth Floor, Oklahoma City, OK, 73102. At the hearing, the Court will determine if the Settlement is fair and reasonable and whether the Settlement should be approved. The principal terms of the Settlement are summarized in this Notice.
6. The Settlement Agreement provides that Chenega will pay Six Hundred Twenty Five Thousand Dollars (\$625,000) to settle the claims in the Case. From this \$625,000, there may be deductions allowed by the Court for attorneys' fees and expenses as well as an award to compensate the lead plaintiffs for undertaking the responsibility of acting as representative plaintiffs and for the work they have done to bring about the settlement of this case.
7. Attorneys' Fees and Expenses: Eddy Law Firm, P.C. and Godlove, Mayhall, Dzialo, Dutcher & Erwin, PC ("Plaintiffs' Counsel") have served as the attorneys for the Plaintiffs and the Class Members in this Case. They have been prosecuting the case on a contingency fee basis, without being paid, while advancing the costs and expenses of litigating the case. The Settlement provides that they will request that the Court award them attorneys' fees, of \$250,000.00, and reimbursement of costs not to exceed \$9,000. This payment must be approved by the Court before being deducted from the \$625,000 Settlement Fund. Any amounts approved by the Court will constitute full payment for all legal fees and expenses of Plaintiffs' Counsel in the Case, including any work they do in the future. These attorneys' fees are within the range of fees awarded to Plaintiffs'

Counsel under similar circumstances in other cases of this type. You will not be personally responsible to Plaintiffs' Counsel for any fees or expenses.

8. Plaintiffs' Compensation: Plaintiffs' Counsel will also ask the Court to award the following sums to each of the Plaintiffs: \$15,000 each to named Plaintiffs Rick Guidry, Dave Spencer, and Frederick Cunningham, to compensate them for serving as the class representatives for you and the other persons entitled to payments under the Settlement and because they are executing a general release. These payments will be in addition to what these plaintiffs are entitled to receive under the Settlement as damages for unpaid overtime wages. If approved, these incentive awards will be paid out of the \$625,000 Settlement Fund.
9. How the Settlement will be distributed to the Settlement Class:
 - a. After deduction of the amounts described above, each Settlement Class member will receive a payment equal to his or her *pro rata* share of the Settlement Funds, based upon the number of relevant workweeks he or she was employed at Chenega during the relevant time period. Each Settlement Class member will receive a payment for workweeks worked during the three (3) years prior to the date he or she filed his or her "Opt-In Consent to Sue Form" in the above-captioned case.
 - b. Any Class Member who did not work any workweeks within the three (3) years immediately preceding the date they filed their "Opt-In Consent to Sue Form" will receive a check in the amount of \$250.00.
 - c. A check for your share of the Settlement Fund(s) will be sent to you at your most current address available at the time of payment, so it is important that you advise Plaintiffs' Counsel of any changes in your address. The settlement checks will be valid one hundred and eighty days (180).
10. Taxes: One-half of the amount you receive under the Settlement represents taxable-wage income, and the remainder represents non-wage income. IRS Forms W-2 and 1099 (and the equivalent state forms) will be distributed to those who receive Settlement Awards. All Settlement Beneficiaries having questions about the tax consequences of the payments they may receive under the Settlement should consult with their own independent tax advisors. The usual and customary deductions will be made from the wage portion of the settlement payment allocated to each Settlement Beneficiary.
11. Unclaimed Funds: All settlement checks must be negotiated within 180 days of the date on which they were issued or reissued. Any portion of the Settlement Fund that Settlement Beneficiaries do not claim by negotiating the checks sent to them within 180 days of the date of the check is issued will be paid to United Way of Lawton/Fort Sill.

12. Release: If approved by the Court, the Settlement Agreement will waive your right to claim, under state or federal law, that Defendants did not pay you all wages or overtime due to you.

You will be releasing these wage and hour claims against Defendants, if and when the Court grants final approval of the Settlement, based upon Defendants' representation that it is in compliance with all relevant federal and state laws pertaining to these claims and your employment. You will waive your right to make any such claims even if you do not know or suspect that you may have any such claims at the time of the release, and even if knowledge of such claims might have affected your decision not to object to this Settlement. The statutes subject to this release include, but are not limited to, the following:

- The Fair Labor Standards Act;
- The California Wage Payment Act, as amended, and CAL. LAB. CODE, as amended (Each Settlement Class Member also expressly waives any right or benefit available to him in any capacity under the provisions of CAL. CIV. CODE § 1542);
- The Kentucky Wages and Hours Act, (KY. REV. STAT. § 337.010 et. seq.); and
- The N.Y. LAB. LAW, as amended.

You will not release or waive any claim(s) that you have currently pending against Defendants in any other judicial or administrative proceeding.

13. Condition of Settlement: The Settlement is conditioned upon the Court approving it and entering an order at or following the Settlement hearing finding that the Settlement is fair, reasonable, adequate, and in the best interests of the Class Members.

HEARING ON THE SETTLEMENT

14. The Final Approval Hearing will be held on January____, 2011 at ____m., in Courtroom 503, in the United States District Court for the Western District of Oklahoma, United States Courthouse, 200 NW 4th Street, Fifth Floor, Oklahoma City, OK, 73102. At that hearing, the Court will determine if the Settlement is fair, reasonable, adequate, and in the best interests of the Chenega employees defined in the beginning of this Notice. The Court may postpone the hearing or change its location without further notice to you.

15. You are not required to attend the Final Approval Hearing, although you may do so. If you are satisfied with the Settlement, there is no need for you to appear.

CHANGE OF ADDRESS

16. If your address changes after receiving this Notice, or if it was misaddressed, or if for any reason you want your payment or future correspondence concerning this Case and the Settlement sent to a different address, you should so advise Plaintiffs' Counsel immediately.

ADDITIONAL INFORMATION

17. This Notice is only a summary of the Case and the Settlement. For a more detailed statement of the Case or Settlement, you may refer to the pleadings, the Settlement Agreement, and the other papers filed in the Case, which may be inspected at the Office of the Clerk of the United States District Court for the Western District of Oklahoma, United States Courthouse, 200 NW 4th Street, Room 1210, Oklahoma City, OK, 73102, during regular business hours of each court day. You also may obtain copies of this Notice and/or the Settlement Agreement or further information regarding the Settlement from Plaintiffs' Counsel. PLEASE DO NOT CONTACT THE COURT, DEFENDANTS, THE JUDGE, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS REGARDING THIS MATTER.

THIS NOTICE AND ITS CONTENTS HAVE BEEN AUTHORIZED BY THE UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF OKLAHOMA.

Dated this _____ day of December, 2010.

TIMOTHY D. DEGIUSTI
United States District Judge